

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

1.	TARA HYSLOP,	)	
		)	
	Plaintiff,	)	Civil Action No. 16-cv-317-JED-TLW
		)	
vs.		)	(District Court, Creek County,
		)	Oklahoma Case No. CJ-2016-62)
2.	THE TRAVELERS INDEMNITY	)	
	COMPANY,	)	
		)	
	Defendant.	)	

**NOTICE OF REMOVAL**

COMES NOW Defendant, The Travelers Home And Marine Insurance Company, incorrectly identified as The Travelers Indemnity Company (“Travelers”), by and through its counsel of record, and pursuant to 28 U.S.C. §§ 1441 and 1446, and LCvR81.2, files this Notice of Removal of the captioned action, styled *Tara Hyslop v. The Travelers Indemnity Company* Case No. CJ-2016-62, currently filed in the District Court of Creek County, Oklahoma. In support of this Notice of Removal, Travelers shows this Court the following:

**GROUND FOR REMOVAL**

1. On February 25, 2016, Plaintiff filed a civil action against Travelers in the District Court of Creek County, State of Oklahoma, Case No. CJ-2016-62 alleging breach of fiduciary duty, breach of contract and bad faith. Plaintiff alleged actual, compensatory and punitive damages in excess of \$75,000.00.

2. Travelers was served with Plaintiff's Petition on May 11, 2016.

3. This Notice of Removal is being timely filed pursuant to 28 U.S.C. § 1446(b) because it is filed within thirty (30) days of Travelers' receipt of the Petition.

## **PARTIES**

4. Plaintiff is a citizen of Oklahoma.

5. Defendant Travelers is a corporation organized under the laws of the State of Connecticut with its principal place of business in Hartford, Connecticut.

6. Based upon the foregoing paragraphs, complete diversity exists between Plaintiff and Travelers.

## **PLAINTIFF'S ALLEGATIONS**

7. Plaintiff alleges that on February 24, 2012, she was involved in an automobile accident due to the negligence of an underinsured motorist. (Petition ¶ 8)

8. Plaintiff alleges that she and Travelers entered into a non-confidential mediation agreement on February 26, 2014, in which her Uninsured Motorist claim was settled and her Medical Payment claim for \$5,000.00 was to be paid in full. (Petition ¶ 12)

9. Plaintiff also alleges that Travelers would pay double benefits because she was wearing a seatbelt at the time of the accident. (Petition ¶ 14)

10. Plaintiff alleges Travelers has not made any payments under the Medical Payments policy or its promise to pay double benefits. (Petition ¶ 16)

11. Plaintiff has asserted a claim for breach of fiduciary duty against Travelers. (Petition ¶¶ 18-22 )

12. Plaintiff has also asserted claims for breach of contract of the insurance policy and mediation agreement against Travelers. (Petition ¶¶ 23-32)

13. In addition, Plaintiff alleges a claim for bad faith against Travelers. (Petition ¶¶ 34-41)

14. Plaintiff's Petition seeks actual, compensatory and punitive damages in excess of \$75,000.00, and costs, attorney fees, and pre and post judgment interest against Travelers. (Petition, prayer for relief)

### **JURISDICTION AND VENUE**

15. This is a civil action over which this Court has original jurisdiction under 28 U.S.C. § 1332(a) and which may be removed to this Court pursuant to the provisions of 28 U.S.C. § 1441(a) and (b). Specifically, this is a civil action asserting state law claims in which the Plaintiff and Travelers are citizens of different states, and based upon Plaintiff's request for monetary relief, the matter in controversy exceeds \$75,000.00, exclusive of interest and costs; and Travelers is not a citizen of the state in which the action is brought. See 28 U.S.C. § 1332(a) and 28 U.S.C. § 1441(b).

16. Travelers hereby removes this action to the United States District Court for the Northern District of Oklahoma, which is the judicial district in which the state court action is pending.

### **AMOUNT IN CONTROVERSY**

17. Plaintiff's causes of action allege that Travelers breached its fiduciary duty to Plaintiff, breached the insurance contract and mediation agreement, and acted in bad faith. Plaintiff asserts that she is entitled to recover actual and punitive damages in excess of \$75,000.00. (Petition, prayer for relief)

### **REMOVAL PROCESS**

18. Written notice of the filing of this Notice of Removal will promptly be given to Plaintiff and a copy of the Notice of Removal will be filed with the Clerk of the District Court of Creek County, State of Oklahoma, as provided by 28 U.S.C. § 1446(d).

19. A copy of all process and pleadings served upon Travelers in the state court action are attached as Exhibit 1. A copy of the docket sheet from the Oklahoma Supreme Court Network is attached as Exhibit 2.

20. Travelers respectfully reserves its right to file all appropriate motions and raise all defenses and objections in this action after it is removed to the United States District Court for the Northern District of Oklahoma.

WHEREFORE, the Defendant, The Travelers Home And Marine Insurance Company hereby removes this action to this Court, invoking this Court's federal jurisdiction.

Respectfully Submitted.

PIERCE COUCH HENDRICKSON  
BAYSINGER & GREEN, L.L.P.

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*Attorneys for Defendant The Travelers Home And  
Marine Insurance Company*

**CERTIFICATE OF SERVICE**

This is to certify that on the 31st day of May, 2016, a true and correct copy of the foregoing Notice of Removal was electronically transmitted to the Clerk of Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

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s/ Amy Bradley-Waters